## REMARKS

Claim 8 has been amended. No claims have been added or canceled. Claims 1-25 remain pending in the application. Reconsideration is respectfully requested in light of the following remarks.

### Provisional Double Patenting Rejection:

The Examiner provisionally rejected claim 23 under the judiciary created doctrine of obviousness-type double patenting as being unpatentable over claim 26 of co-pending Application No. 09/982,214. Applicants traverse this rejection on the grounds that the Examiner has not stated a proper *prima facie* rejection. The Examiner states that the subject matter claimed in the current application is disclosed in the reference of copending application 09/982,214 and would be *covered* by any patent granted on the copending application. Regardless of whether or not the Examiner's statement is accurate, the mere fact a claim of one patent covers a claim of another patent does not support an obviousness-type double patenting rejection. *See*, MPEP 804.II; *In re Kaplan*, 789 F.2d 1574, 1577-78, 229 USPQ 678, 681 (Fed. Cir. 1986); *In re Sarrett*, 327 F.2d 1005, 1014-15, 140 USPQ 474, 482 (CCPA 1964). Instead, according to MPEP 804.II.B.1, "the analysis employed in an obviousness-type double patenting determination parallels the guidelines for a 35 U.S.C. 103(a) rejection." This section of the MPEP also states that the same "factual inquires ... that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are employed when making an obviousness-type double patenting analysis." MPEP 804.II.B.1 also states that the Examiner should list the differences between the rejected claim and the claim of the other patent/application, and **for each difference** the Examiner should give the reasons why a person of ordinary skill in the art would conclude that the invention defined in the claim at issue would have been an obvious variation of the invention defined in a claim of the other patent/application. Simply noting a few similarities between the claims does not satisfy the Examiner's burden to state valid reasons (supported by evidence of record) why a person of ordinary skill in the art would

conclude that the invention defined in the claim at issue would have been an obvious variation of the invention defined in a claim of the other patent/application. The Examiner has not specifically addressed **each difference** of the claim of the present application compared to the claim of the other application. The Examiner clearly has not met the requirements stated in MPEP 804.II.B.1 to establish a *prima facie* obviousness-type double patenting rejection. Accordingly, Applicants respectfully request removal of the double patenting rejection.

## Section 112 Rejections:

The Examiner rejected claim 8 under 35 U.S.C. § 112, first paragraph, as failing to comply with the enablement requirement. Claim 8 has been amended and withdrawal of the 112 rejection is respectfully requested.

The Examiner rejected claim 5 under 35 U.S.C. § 112, second paragraph, as indefinite. Applicants respectfully traverse this rejection. Specifically, the Examiner asserts that "tag information" recited in claim 5 is "not described in the specification in such a way as to reasonably convey to one skilled in the art how the applicant defines the term". However, Applicants submit that tag information is well understood in the art and that one of ordinary skill in the art would be easily able to understand the phrase, "pre-defined tag information." Moreover, one of ordinary skill in the art could readily interpret the metes and bounds of claim 5 in its current form. Furthermore, contrary to the Examiner's assertion, pages 17 and 23 of the specification in the instant application describe example embodiments of "tag information". Accordingly, Applicants respectfully request removal of the § 112 rejection of claim 5.

## Section 102(e) Rejection:

The Examiner rejected claims 1-9, 11-15, 17-21 and 23-25 as being anticipated by Rivera et al. (U.S. Publication 2002/10107699) (hereinafter "Rivera"). Applicants note that the first two Examiners assigned to this application both acknowledged that Rivera

does not anticipate Applicant's claimed invention. The Examiner's reliance on Rivera under § 102 would appear to be an unwarranted delay in the prosecution of the present application given that Rivera clearly does not anticipate Applicants' claimed invention as noted by the previous Examiners and as further shown below.

**Regarding claim 1, Rivera fails to disclose an applications content mapping module that is configured to <u>map the tags of a first data format to tags of a second data format</u> to determine data objects and attributes in a database corresponding to content in the second format.** Rivera teaches a translation module that can translate a purchase order from its native format to a neutral format and then store the translated document in a document database. According to Riviera, the translation module accesses a database of format maps that define the process for translating documents from their native format into the neutral format. The Examiner cites paragraph [0053] of Rivera and argues that the use of Rivera's format maps is equivalent to mapping the tags of a first data format to tags of a second data format to determine data objects and attributes in a database corresponding to content in the second format. However, Rivera fails to disclose, either expressly or inherently, either at the Examiner cited passage or elsewhere, that the translation module is configured to map tags of the first format to tags of the second (the neutral format in the Examiner's interpretation) to determine data objects and attributes in a database corresponding to content in the second format. Rivera only states that the translation module uses format maps, but fails to describe the content or format of the format maps and further fail to describe the translation process as including mapping tags of one format to tags of another format. There are numerous ways to translate a document from one format to another even when using format maps as taught by Rivera. Without some specific teaching by Rivera that his system includes mapping tags of one format to another, Rivera cannot be said to anticipate claim 1.

In the Response to Arguments of the current office action, the Examiner asserts that "[t]hough the terminology 'tag' is not explicitly stated, Rivera does state the use of HTML and XML, both tag based languages". Applicants note that Rivera's single reference to HTML (in paragraph [0040]) describes a method to "present flicker-free

viewing of the relevant documents" and in no way relates to <u>mapping the tags of a first data format to tags of a second data format.</u> Furthermore, it does not relate to the use of HTML in the scope of format maps for completing translation as the Examiner incorrectly asserts in the statement: "It is inherent that tags be used to differentiate between objects specified in source code to facilitate mapping/translating from one data form (e.g. *HTML*) to a second data form (e.g. XML)" (original parenthesis, emphasis added). Applicants note that the Examiner has erroneously suggested that Rivera uses HTML as one data form in the translation. As described above, nowhere does Rivera teach translation from HTML to a second data form.

The Examiner cites paragraph [0053] and asserts, "a buyer 'native format' is translated to a 'destination-party-specific-format' according to a second translation format map that inherently contains tags associated with the second data format". The Examiner's cited passage does not disclose *mapping the tags of a first data format to tags of a second data format*, but instead disclose translating *the content of the document* from an unspecified data format to a neutral format, such as XML. In other words, Rivera discloses the possibility of XML as an intermediary format, but nowhere discloses another tagged data format. The Examiner also asserts, "it is inherent that tags be used to differentiate between objects specified in source code to facilitate mapping/translating from one data form to a second data form". Without a second tagged data format (which is nowhere disclosed), Rivera cannot *map the tags of a first data format to tags of a second data format*. Therefore, the Examiner has erroneously asserted that "it is inherent that tags be used to differentiate [between the two data formats]", and, in fact, Rivera fails to disclose mapping tags in the translational process.

Additionally, Rivera does not describe determining data objects and attributes in a database corresponding to content in the second format. Instead, Rivera teaches, storing "the translated document in a document database." No mention is made of determining data objects and attributes. Applicants note that the Examiner nowhere responds to this argument with respect to an applications content mapping module that is configured to map the tags of a first data format to tags of a second data format to determine data

objects and attributes in a database corresponding to content in the second format in the response to arguments section in the instant office action.

Furthermore, the Examiner's assertion that "format maps use tags to perform this translation [in Rivera]" is clearly incorrect. As noted above, Rivera does not mention the use of tags and certainly does not teach that the format maps use tags to perform the translation. The Examiner is clearly speculating about the details of Rivera's format maps. A format map does not require the use of tags.

As noted above, the Examiner asserts that it is inherent that "tags be used to differentiate between objects specified in source code to facilitate mapping/translating from one data form to a second data form". The Examiner further contends, "it is well known within the art that these [format] maps make use of tags when translating between data forms". Applicants traverse this statement. The Examiner is clearly speculating about the details of Rivera's translating process. There are numerous ways to translate a document from one format to another. Furthermore, in reference to inherent characteristics, MPEP 2131.01 III states "to serve as an anticipation when the reference is silent about the asserted inherent characteristic, such gap in the reference may be filled with recourse to extrinsic evidence. Such evidence must make clear that the missing descriptive matter is <u>necessarily present</u> in the thing described in the reference, and that it would be so recognized by persons of ordinary skill." *Continental Can Co. USA v. Monsanto Co.,* 948 F.2d 1264, 1268, 20 USPQ2d 1746, 1749 (Fed Cir. 1991). Applicants note that the Examiner has not provided any evidence to make clear that Rivera document translation includes the mapping of tags from one data format to another.

**Rivera also fails to disclose a database for <u>storing data descriptors</u> <u>describing the contents of the electronic purchase requisition applications,</u> the database further <u>storing data object and attributes</u> pertinent to the electronic purchase requisition applications content, as recited in claim 1.** The Examiner cites claim 33 of Rivera. However, Rivera's claim 33 refers to a "document database configured to store the

neutral format" of the document. Claim 33 of Rivera does not mention anything regarding data descriptors describing contents, or about data objects and attributes. Claim 33 certainly does not mention that the tags of the first data format correspond to data objects and attributes in the database. Additionally, Rivera repeatedly refers to storing the neutral format *of a document* in the document database (Rivera, paragraphs [0008] and [0053]). Rivera does not describe the document database as storing data object and attributes.

Moreover, Applicants strongly disagree with the Examiner's statement that "the databases of Rivera's system are capable of storing data descriptors or format maps and data objects and attributes." Firstly, the databases of Rivera's system are only capable of storing data descriptors or format maps and data objects and attributes if they are designed to function in that manner. As noted above, Rivera does not describe the document database as storing data object and attributes. Secondly, the Examiner is merely speculating as to the details of Rivera's system without citing any portion or teaching of Rivera to support the Examiner's contention. Without some clear and specific teaching by Rivera regarding storing data objects and attributes in a database, Rivera cannot be said to anticipate a database for storing data descriptors describing the contents of the electronic purchase requisition applications.

> In the Response to Arguments, the Examiner cites paragraph [0031] of Rivera:
>
> The data manager 135 can receive, for example, a purchase order from buyer 105d in the buyer's native format and provide the relevant data from the purchase order to supplier 110d in its native format, thereby enabling the data to be automatically available to the supplier's backend system whether it is a legacy system, an ERP (Enterprise Resource Planning) system, or any other system. Thus, the supplier 110d will not be forced to manually reenter the purchase order information into its backend system. Similarly, the data manager 135 can receive an order acknowledgement or invoice from the supplier 110d and translate **that document** into the proper format required by the buyer's backend system (emphasis added).

The Examiner asserts that Rivera discloses a database for storing *data descriptors* describing the contents of the electronic purchase requisition applications, the database

further storing *data objects and attributes*. Rivera actually teaches conversion of data through various backend formats. The Examiner asserts that "relevant data" is, in other words, data descriptors, attributes, or objects; however, the cited paragraph only mentions translation of the content of the purchase order. Nowhere does Rivera disclose or mention descriptors or attributes of the purchase order. Instead, Rivera only allows the supplier and buyer to communicate in their native systems. Furthermore, in the parallel description at the bottom of paragraph [0031], Rivera translates the content of the document (as emphasized above) and not descriptors or attributes. The Examiner's speculation as to Rivera's definition of "relevant data" is clearly unsupported by the actual teachings of Rivera. The cited art does not support "relevant data" as being defined as descriptors or attributes. Thus, Rivera does not disclose or mention *data descriptors, data objects,* or *data attributes*, and Rivera nowhere hints at a *database* for storing them.

**Furthermore, Rivera fails to disclose wherein <u>the tags of the first data format correspond to data objects and attributes in the database</u>, as recited in claim 1.** As noted above, Rivera is silent regarding data objects and attributes. Rivera clearly teaches that his document database stores documents, not data objects and attributes. Additionally, Rivera makes no mention of tags of data formats. As noted above, the Examiner has speculatively inserted tags into Rivera's system in hindsight and has further speculated in hindsight that Rivera's alleged use of tags (which Applicant's submit Rivera fails to teach) correspond to data object and attributes (about which Rivera is equally silent).

**In further regard to claim 1, Rivera also fails to disclose <u>selectively retrieving one or more of the corresponding data objects and attributes</u> according to a flag.** The Examiner cites paragraphs [0057] and [0058] of Rivera. However, neither of these paragraphs, nor anywhere else in Rivera, mentions selecting retrieving data objects and attributes. Instead, Rivera teaches a document viewing module that uses format maps or style sheets to format documents for presentation to users. Rivera teaches that specified fields of a document may be filtered according to a format map, but does not mention

retrieving data objects and attributes. Rivera does not provide any details regarding how his document viewing module applies the format maps to reformat or filter a document. The Examiner has not cited any passage of Rivera supporting the contention that Rivera's formatting of documents includes selectively retrieving data objects and attributes. Additionally, the steps 325 and 330 referred to by the Examiner merely state, "Determine requestor's format requirements" and "Format data", respectively. Thus, these steps do not teach anything about selecting retrieving data objects and attributes.

In the Response to Arguments, the Examiner asserts that "relevant information can be retrieved from the data managing system". As argued above, the Examiner speculates as to the definition of "relevant information" without citing evidence in support of the assertion. In fact, the "relevant information" in Rivera relates to the *content* of the data, not descriptors, objects, or attributes of the data. Furthermore, Rivera nowhere discloses retrieving the data descriptors, data objects, or data attributes, from the data managing system.

Furthermore, Applicants strongly disagree with the Examiner assertion that Rivera's data manager allows for displaying the content in any format and for filtering the format, through flags, to show or hide specific information. In contrast, Rivera teaches the use of "style sheets" (Rivera equates format maps and style sheets) for formatting and filtering documents. Style sheets are not flags.

In the Response to Arguments, the Examiner notes "that the data manager allows for displaying the content in any format and for filtering the format, through flags, to show or hide specific information" in paragraph [0058]. Contrary to the Examiner's assertion, a portion of the cited paragraph actually reads: "The format map can also filter the document data so that a user may be able to view only specific fields of a document", and nowhere discloses the use of flags. Nowhere does Rivera describe <u>selectively retrieving</u> one or more of the corresponding <u>data objects and attributes</u> according to a flag.

Applicants remind the Examiner that anticipation requires the presence in a single prior art reference disclosure of each and every limitation of the claimed invention, arranged as in the claim. M.P.E.P 2131; *Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co.*, 221 USPQ 481, 485 (Fed. Cir. 1984). The **identical** invention must be shown in as complete detail as is contained in the claims. *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). As discussed above, and as acknowledged by the first two Examiner's assigned to the present application, Rivera clearly fails to disclose the identical invention in as complete detail as recited in claim 1.

Thus, for at least the reasons above, the rejection of claim 1 is not supported by the cited art and removal thereof is respectfully requested. Similar remarks as made above regarding claim 1 also apply to independent claims 11, 17 and 23.

Regarding claim 3, Rivera fails to disclose an applications content configuration module extensible to include pre-defined data descriptors for the contents of the electronic purchasing requisition applications content. The Examiner cites paragraph [0036] of Rivera and refers to Rivera's edge adapters. However, Rivera teaches that the edge adaptors utilize different communications protocols, such as HTTPS, SCP, JMS, FTP, SMTP, etc. Rivera also states that new edge adapters could be developed to support Open Buying on the Internet (OBI). However, Rivera does not mention anything about edge adapters including pre-defined data descriptors for the contents of electronic purchasing requisition applications content. Instead, Rivera merely teaches that edge adapters allow trading partners to connect to the data manager.

Additionally, Applicants' strongly disagree with the Examiner assertion that "the edge adapters in the data manager used to map documents from one format to another could include OBI standard data descriptors." Firstly, Rivera's edge adapters do not map documents from one format to another, but instead allow trading partners to connect using various communications protocols. As the Examiner states in the rejection of claim 1, Rivera's system includes a translation module that maps documents from one format to another. Furthermore, Rivera does not mention or describe that the edge adapters may

include OBI standard data descriptors or any other sort of pre-defined data descriptors. The Examiner is merely speculating in hindsight regarding the details of Rivera's system.

In response to the above arguments, the Examiner cites paragraph [0031] of Rivera and argues that Rivera's system includes the ability to obtain and store *relevant data* of a transaction. The Examiner further contends that "relevant data" includes descriptors, attributes, and other descriptive material pertaining to and identifying transition information. The Examiner also argues that "[w]hen a supplier accesses the stored information, the system uses known information (i.e. pre-determined descriptors) to retrieve transaction information." However, the paragraph cited by the Examiner only teaches that Rivera's system can receive "a purchase order from buyer 105d in the buyer's native format and provide the relevant data from the purchase order to supplier 110d in its native format." The cited paragraph does not mention anything about any relevant data that necessarily includes descriptors and attributes as the erroneously Examiner contends. Rivera fails to mention anything about using descriptors or attributes when translating documents between formats. As noted above, The Examiner is clearly speculating in hindsight about the details of Rivera's system.

Thus, for at least the reasons above, the rejection of claim 3 is not supported by the prior art and removal thereof is respectfully requested.

Regarding claim 5, Rivera fails to disclose pre-defined *tag* information responsive to said second data format for enabling said applications content translation logic to retrieve associated data information describing the contents of said electronic purchase requisition applications content. The Examiner cites paragraph [0053] of Rivera, referring to Rivera's description of translating documents from their native format to a neutral format. However, the Examiner's cited passage makes no reference to any pre-defined tag information or about tag information of any kind. The Examiner further argues, "the format maps would include pre-defined tag information to map one format to another." Applicants disagree. The Examiner has not cited any portion of Rivera to support the assumption that Rivera's format maps would include pre-defined tag

information. Without some mention by Rivera regarding pre-defined tag information, the Examiner is (again) merely speculating regarding the details of Rivera's format maps. Such speculation on the Examiner's part is clearly improper, especially in a rejection based on anticipation.

In response to the above remarks, the Examiner argues that it is well known to "make use of tags when translating between data forms" and that "[i]n order to make use of the tags in the translation from one data form to another data form, pre-defined 'tag information' ... is obtained from the first data form." Applicants traverse this statement. Moreover, as noted previously, the Examiner has not provided any citation from Rivera or any other evidence to support his contention that Rivera makes use of tag information, much less pre-defined tag information, when translation documents. Furthermore, it is not relevant whether or not the use of tags is well known in other context. What is relevant is that Rivera fails to disclose anything regarding the use of tags and pre-defined tag information when translating documents.

Thus, the rejection of claim 5 is not supported by the prior art and removal thereof is respectfully requested.

Regarding claim 6, Rivera fails to disclose that the first data format of the electronic purchase requisition applications content is compliant with Extensible Markup Language (XML) content. The Examiner cites paragraph [0053] of Rivera, referring to Rivera's description of translating documents from their native format to a neutral format. However, the Examiner's cited passage makes no reference to the first data format (the native format) being compliant with XML. The Examiner further argues, both in the rejection and in the Response to Arguments, "because the purchase requisition is translated from its native format to XML, the content is compliant with XML." Applicants disagree. The fact that the purchase requisition must be translated to be compliant with XML clearly indicates that the native format is not compliant with XML. If the native format were compliant with XML, there would be no need to translate it to XML. Thus, the Examiner's assertion actually supports Applicants' argument. Thus, the

rejection of claim 6 is not supported by the prior art and removal thereof is respectfully requested.

Regarding claim 13, Rivera fails to disclose XML translation logic for translating tag information associated with the XML data of the first type into corresponding tag information of XML data of the second type. The Examiner cites paragraph [0008], where Rivera describes translating a purchase order to a neutral (XML) format. However, claim 13 requires both the pre-translation format and post-translation format of the data be in XML. Rivera only teaches that his neutral (post-translation) format is XML. In fact the entire point of Rivera's system is to translate purchase order from other formats into a neutral XML format. Thus, Rivera clearly fails to disclose translating data from one XML format to another XML format. The Examiner also argues, "the order information is line item data object and attribute information." However, Rivera fails to mention data object and attribute information. Nor has the Examiner cited any portion of Rivera that includes data object and attribute information. Without some teaching by Rivera regarding data object and attribute information, Rivera cannot be said to anticipate claim 13.

In the Response to Arguments, the Examiner asserts, "Rivera notes that the initial format could be any number of formats, including, but not limited to, XML, HTML, CBL, so on and so forth." However, the Examiner has (again) mischaracterized Rivera. Rivera does not teach that the initial format could be in HTML, XML or CBL. Nowhere does Rivera make the statement the Examiner asserts. As noted above, Rivera's single reference to HTML (in paragraph [0040]) describes a method to "present flicker-free viewing of the relevant documents" and in no way relates to the possible data formats of Rivera's initial document.

Thus, the rejection of claim 13 is not supported by the prior art and removal thereof is respectfully requested. Similar remarks apply to claim 19.

## Section 103(a) Rejection:

The Examiner rejected claims 10 and 22 under 35 U.S.C. § 103(a) as being unpatentable over Rivera in view of Katz (U.S. Publication 2002/10174000) (hereinafter "Katz"). Applicants respectfully traverse this rejection for at least the reasons given above regarding their respective independent claims.

In regard to the rejections under both § 102 and § 103, Applicants also assert that numerous ones of the dependent claims recite further distinctions over the cited art. However, since the rejection has been shown to be unsupported for the independent claims, a further discussion of the dependent claims is not necessary at this time.
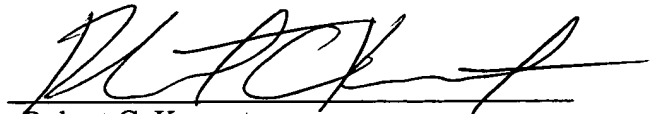
# CONCLUSION

Applicants submit the application is in condition for allowance, and notice to that effect is respectfully requested.

If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above-referenced application from becoming abandoned, Applicants hereby petition for such an extension. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5681-90100/RCK.

Also enclosed herewith are the following items:

☒ Return Receipt Postcard

☐ Petition for Extension of Time

☐ Notice of Change of Address

☐ Other:

Respectfully submitted,

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